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Evanston Insurance Company

**IN THE DISTRICT COURT FOR THE
DISTRICT OF NEW JERSEY**

_____ OSCAR CONSTRUCTION SERVICES, LLC,	:	CIVIL ACTION
	:	
Plaintiff,	:	Case No. _____
	:	
v.	:	[Formerly In The Superior
	:	Court of New Jersey, Essex
ESSEX INSURANCE COMPANY,	:	County]
	:	
Defendant.	:	JURY TRIAL DEMANDED
_____	:	

NOTICE OF REMOVAL

Defendant Evanston¹ Insurance Company, by and through its attorneys, Rebar Bernstiel, hereby removes Case No. ESX-L-8312-17 from the Superior Court, Essex County, to the United States District Court for the District of New Jersey pursuant to 28 U.S.C. §§ 1332, 1441 and 1446 and in support thereof states as follows:

1. On November 27, 2017, Plaintiff Oscar Construction Services, LLC (“Plaintiff”) filed a Complaint in the Superior Court of New Jersey, Essex County, captioned *Oscar*

¹ As of June 30, 2016, Essex Insurance Company merged into Evanston Insurance Company. Evanston Insurance Company is now responsible for all of Essex Insurance Company’s liabilities. Essex Insurance Company is no longer an active or existing entity in any jurisdiction.

Construction Services, LLC v. Essex Insurance Company, Case No. ESX-L8312-17 (the “State Court Action”). Plaintiff’s Complaint is attached hereto as Exhibit “A.”

2. This Notice of Removal is timely filed within the thirty (30) day period prescribed for removal to federal court under 28 U.S.C. §1446(b).

3. Plaintiff owns the property that is the subject of this dispute, which property is located at 47 Chelsea Avenue, Newark, New Jersey 07106. *See* Ex. A at ¶4.

4. Plaintiff has pleaded that it is incorporated in the State of New Jersey and has a principal place of business in the State of New Jersey. *See* Ex. A at ¶4.

5. Defendant Essex Insurance Company (“Essex”) was a foreign eligible surplus lines insurer until June 30, 2016. Essex was incorporated in the State of Delaware and maintained its principal place of business in Virginia. On April 17, 2014, Essex issued a policy of insurance bearing number 2CS5358, in effect from July 17, 2015 to January 17, 2016, (the “Policy”) to Plaintiff. As set forth in footnote one, *supra*, on June 30, 2016, Essex was merged into Evanston Insurance Company. As of that date, Essex no longer existed. Evanston is an Illinois corporation with its principal place of business in Illinois.

6. Plaintiff’s Complaint seeks damages for breach of contract and for breach of implied covenant of good faith and fair dealing in connection with Plaintiff’s claim under the Policy for alleged damage to its property located at 47 Chelsea Avenue, Newark, New Jersey 07106. *See* Ex. A.

7. This Court has jurisdiction over this matter under 28 U.S.C. § 1332(a) because there is complete diversity of citizenship between the parties and more than \$75,000, exclusive of interests and costs, is at stake.

8. Plaintiff has demanded “judgment against Essex Insurance Company” in the form of “Compensatory damages; Consequential damages; Pre-judgment interest and post-judgment interest; Costs of suit; Attorneys’ fees; and For such other relief as the court may deem equitable and just.” *See* Ex. A.

9. Prior to filing the Complaint, Plaintiff submitted to Essex an estimate of damages greater than \$75,000.00.

10. Pursuant to 28 U.S.C. § 1446(a), a true and correct copy of all of the process, pleadings, orders, and documents from the State Court Action that Evanston received from Plaintiff are being filed with this Notice of Removal.

11. This Notice of Removal has been filed pursuant to 28 U.S.C. §§ 1441(a) and 1446(a) because the United States District Court for the District of New Jersey is the federal judicial district embracing the Superior Court of New Jersey, Essex County, where the State Court Action was filed.

12. Contemporaneously with the filing of this Notice of Removal, copies of this Notice are being served upon counsel for Plaintiff and upon the Clerk of the Superior Court of New Jersey, Essex County.

13. Attached hereto as Exhibit “B” is a copy of the notice that will be filed with the Clerk of the Superior Court of New Jersey, Essex County promptly after the filing of this Notice of Removal to the United States District Court for the District of New Jersey.

14. By filing this Notice of Removal, Evanston does not waive any objection that Evanston may have to service, jurisdiction or venue, or any other defenses or objections that Evanston may have to this action. Evanston intends no admission of fact, law or liability by this Notice, and expressly reserves all defenses, motions and/or pleas.

WHEREFORE, Defendant Evanston Insurance Company respectfully requests that this Court accept and take jurisdiction of this action.

January 2, 2018

Respectfully submitted,

REBAR BERNSTIEL

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